

David E. Hardin (0066415)  
Attorney for Plaintiff

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

KATHY GORDON-JACKSON, : CASE NO. : C-1-00-813  
Plaintiff, : Judge Dlott  
: Magistrate Judge Hogan  
vs. :  
CITY OF CINCINNATI, et. al. : **MOTION TO ENFORCE  
SETTLEMENT AND TO  
ACCESS INTEREST**  
Defendants. :

\* \* \* \* \*

Now comes the Plaintiff, by and through counsel, and hereby requests this Court for an Order enforcing the October 9, 2002, Settlement Agreement entered into by the parties and to impose interest penalties on the base settlement figure (\$12,500.00), from October 9, 2002 to the present. The terms of the Settlement Agreement are memorialized in a fully executed October 9, 2002 letter from Plaintiff's counsel to Defendant's counsel, whereby Plaintiff agreed to dismiss the above-captioned case. Defendant City agreed to actively, and in good faith, search for a lateral position for the Plaintiff in the Water Works Department or any other department in the City of Cincinnati except for the Health Department. The lateral transfer was to come with a commensurate salary and benefits and was to be agreeable to the Plaintiff. The lateral position was also to utilize her current qualifications and job skills. Finally, the Defendant City agreed to pay reasonable attorney fees in the amount of \$12,500.00. (A signed copy of the October 9, 2002 agreement is attached hereto as "Exhibit 1").

Plaintiff filed a Motion to Enforce the above-referenced Settlement Agreement on October 9, 2003. On May 26, 2004, the Court hosted a Settlement Conference with all parties present. The City again agreed to place Plaintiff and reiterated its intent to pay the agreed to fees. Shortly thereafter, Defendant partially performed its obligations by transferring Plaintiff to a conforming lateral position. However, despite the explicit terms of the agreement, the Motion to Enforce and the subsequent agreements reached in this Court's presence, the City has remained unable or unwilling to abide by the monetary terms of the now two (2) year old Settlement Agreement.

Since the date the agreement was executed, counsel for the parties have exchanged several correspondences regarding payment of the agreed to fees. (See copies of six (6) correspondences between the undersigned counsel attached hereto as "Exhibits 2-7", respectively). Yet, to date, the check has not been received by Plaintiff.

Based on the above and the unreasonable length of time for Defendant to complete its performance, Plaintiff respectfully requests this Court to order Defendant City of Cincinnati to pay to Plaintiff the agreed to \$12,500.00 in attorney fees within thirty (30) days, impose court costs, order payment of post-judgment interest in the amount of ten percent (10%) per annum from October 9, 2002 to the present, and any other relief this Court deems proper.

Respectfully Submitted,

/s/ David E. Hardin

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**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Motion to Enforce the Settlement and for Interest has been served upon Tom Harris, Assistant City Solicitor, Room 214, City Hall, 801 Plum Street, Cincinnati, Ohio 45202, by the Court's electronic mail program, this 19<sup>th</sup> day of November, 2004.

/s/ David E. Hardin

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